



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 29, 2005

IN REPLY PLEASE

REFER TO FILE: **AS-0**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES SUPERVISORIAL DISTRICT 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that the work can be performed more economically by independent contractors than by County employees.
3. Award four contracts for Zero-Tolerance Graffiti Abatement Services to the specified contractor in each zone at the annual amounts of compensation listed below. These contracts will be for a term of one year commencing on February 1, 2006, with three 1-year renewal options, not to exceed a total contract period of four years.

Contractor	Supervisory District/Zone	Amount
Superior Property Services, Inc.	5D	\$ 18,900
Superior Property Services, Inc.	5E	\$ 20,100
Superior Property Services, Inc.	5F	\$ 18,900
Superior Property Services, Inc.	5G	\$ 18,900

4. Direct the Mayor to execute these contracts.

5. Delegate authority to the Director of Public Works to renew these contracts for each renewal option, if, in the opinion of the Director, renewal is warranted; or to terminate them, if, in the opinion of the Director, it is in the best interest of the County to do so; and to execute amendments to the contracts, if any, that receive your Board's prior approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1997, the County has been contracting for graffiti abatement services under the Zero-Tolerance Graffiti Abatement Program. Award of these contracts will continue this program in Supervisorial District 5. This program is designed to remove graffiti quickly and as often as necessary to keep the zones graffiti free. A prompt cleanup is considered preventive from the standpoint that if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for fame and recognition, a key motivator for graffiti vandals, is directly impacted when the graffiti is quickly removed or buffed out. In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration.

Implementation of Strategic Plan Goals

The award of these contracts is consistent with the County Strategic Plan Goal of Children and Families' Well-Being. This cleanup program will affect the well-being of all living in the affected areas. Prevention and timely removal of graffiti address urban blight and enhance the quality and attractiveness of neighborhoods for residents and businesses.

FISCAL IMPACT/FINANCING

The recommended agreements are for an aggregate amount of \$76,800 annually. Funding for the agreements is available in the Public Works' 2005-06 Road Fund, Special Road District 5 Fund, and General Fund – Public Ways/Public Facilities. The Road Fund will be reimbursed in part by Community Development Block Grant Funds in an undetermined amount.

Supervisory District/Zone	Source of Funding	Amount
5D	Special Road District 5	\$ 4,900
	Road Fund	\$ 10,000
	General Fund	\$ 4,000
5E	Special Road District 5	\$ 4,100
	Road Fund	\$ 12,000
	General Fund	\$ 4,000
5F	Special Road District 5	\$ 4,900
	Road Fund	\$ 10,000
	General Fund	\$ 4,000
5G	Special Road District 5	\$ 4,900
	Road Fund	\$ 10,000
	General Fund	\$ 4,000

Each individual contract will be for an initial period of one year commencing on February 1, 2006. Thereafter, the Director may renew the contracts from year to year for a total contract period not to exceed four years. There will be no cost-of-living adjustments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These graffiti abatement services are being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Businesses) of the Los Angeles County Code. These contracts will be subject to all the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201).

Utilizing methodology approved by the Auditor-Controller's guidelines for determining the cost-effectiveness of Proposition A contracts, Public Works has determined that each of the proposals to provide graffiti abatement in the specified zones can be more economically performed by independent contractors than by County employees. A savings will be realized by Public Works during the program's first contract year. However, if Public Works were to use the same number of staff as the proposer, the program would not be cost-effective. The projected savings is primarily created by our requirement for a greater staffing level based on our concerns for the safety of our employees. Our policy requires our employees to work in teams of two when performing graffiti abatement work, as the work may be viewed as hostile activity and our employees may be viewed as intruders.

Public Works has determined that the contractor will comply with the requirements of the Living Wage Program and will pay their full-time employees providing County services a living wage.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On April 4, 2005, Public Works solicited proposals from 180 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On November 1, 2005, two vendors submitted proposals for each of the graffiti abatement zones. The proposals were first reviewed to ensure that they met the mandatory requirements outlined in the RFP. Both vendors met these mandatory requirements. The qualifying proposals were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the solicitation document, including proposers' price, references, experience, work plan, staffing plan, and financial resources. Based on this evaluation, it is recommended that these contracts be awarded as recommended above.

Enclosure B reflects the proposers' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain Board-approved contract terms and conditions regarding employee notification of the Federal-earned income tax credit, contractor responsibility and debarment, jury service requirements, nonpayment for services received after contract expiration or termination, the Safely Surrendered Baby Law, and payroll record retention and auditing.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

As requested by your Board, the contractors have submitted safety records, which reflect that activities conducted by the contractors in the past have been according to reasonable standards of safety.

The Honorable Board of Supervisors
December 29, 2005
Page 5

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of labor law violations, and any negative experience with County contracts. No adverse information was discovered.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be required to perform services that exceed the contracts' approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees.

CONCLUSION

Enclosed are three copies of Agreements. Upon approval, please return the Contractor Execute and Department Conform to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

SS

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5D

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 1, 2005, hereby agrees to provide graffiti abatement services in Zero-Tolerance Zone 5D, as described in the attached specifications for Zero-Tolerance Graffiti Abatement Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Zero-Tolerance Graffiti Zone Map, all attached hereto, and Addenda to the Request for Proposals; and the CONTRACTOR'S Proposal, are incorporated herein, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the CONTRACTOR'S Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$18,900, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

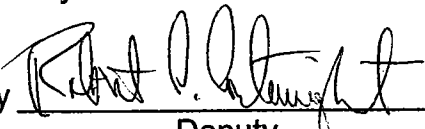
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By 
Its President

LAWRENCE E. De CRONA
Type or Print Name

By 
Its Secretary

LAWRENCE E. De CRONA
Type or Print Name

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On Dec 16, 2005 before me BONNIE SACHDEVA
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Lawrence E. DeCrona
NAME(S) OF SIGNER(S)

☐ personally know to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Bonnie Sachdeva
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

☒ INDIVIDUAL(S)

☐ CORPORATE OFFICER(S)

President

Secretary

TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GRARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Agreement on Graffiti Abatement Services

Number of Pages 3 Date of Document 12/16/05

Signer(s) Other Than Named Above _____

**AGREEMENT FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5E**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 1, 2005, hereby agrees to provide graffiti abatement services in Zero-Tolerance Zone 5E, as described in the attached specifications for Zero-Tolerance Graffiti Abatement Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Zero-Tolerance Graffiti Zone Map, all attached hereto, and Addenda to the Request for Proposals; and the CONTRACTOR'S Proposal, are incorporated herein, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the CONTRACTOR'S Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$20,100, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

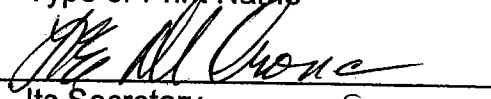
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By  _____
Its President

LAWRENCE E. DE CRONA
Type or Print Name

By  _____
Its Secretary

LAWRENCE E. DE CRONA
Type or Print Name

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of ORANGE
On DEC 16, 2005 before me BONNIE SACHDEVA
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"
personally appeared Lawrence E. Decina
NAME(S) OF SIGNER(S)

☐ personally know to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Bonnie Sachdeva
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

- ☒ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)
President
Secretary
☐ PARTNER(S) TITLE(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GRARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Agreement on Graffiti Abatement Service
Number of Pages 3 Date of Document _____
Signer(s) Other Than Named Above _____

AGREEMENT FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5F

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 1, 2005, hereby agrees to provide graffiti abatement services in Zero-Tolerance Zone 5F, as described in the attached specifications for Zero-Tolerance Graffiti Abatement Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Zero-Tolerance Graffiti Zone Map, all attached hereto, and Addenda to the Request for Proposals; and the CONTRACTOR'S Proposal, are incorporated herein, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the CONTRACTOR'S Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$18,900, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

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ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____

Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

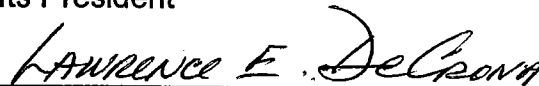
APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel


By  _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By  _____
Its President


Type or Print Name

By  _____
Its Secretary


Type or Print Name

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ADMINISTRATIVE SERVICES DIVISION
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of ORANGE

On Dec 16, 2005 before me Bonnie Sachdeva

NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"

personally appeared Lawrence E. DeCrona

NAME(S) OF SIGNER(S)

☐ personally know to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Bonnie Sachdeva

SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER(S)

☐ INDIVIDUAL(S)

☒ CORPORATE OFFICER(S)

President

, AND

Secretary

TITLE(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GRARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Agreement on Graffiti Abatement Services

Number of Pages 3 Date of Document _____

Signer(s) Other Than Named Above _____

**AGREEMENT FOR
ZERO-TOLERANCE GRAFFITI ABATEMENT SERVICES – ZONE 5G**

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Superior Property Services, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on November 1, 2005, hereby agrees to provide graffiti abatement services in Zero-Tolerance Zone 5G, as described in the attached specifications for Zero-Tolerance Graffiti Abatement Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Zero-Tolerance Graffiti Zone Map, all attached hereto, and Addenda to the Request for Proposals; and the CONTRACTOR'S Proposal, are incorporated herein, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the CONTRACTOR'S Proposal and attached hereto as Form PW-2, an annual amount not to exceed \$18,900, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on February 1, 2006. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly rate quoted in Form PW-2, Schedule of Prices.

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SIXTH: The COUNTY will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions which may be listed in the CONTRACTOR'S Proposal conflict with the COUNTY'S specifications, requirements, terms and conditions herein, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

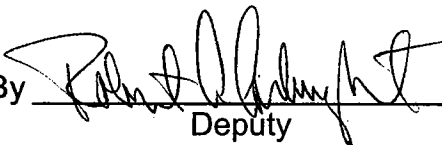
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

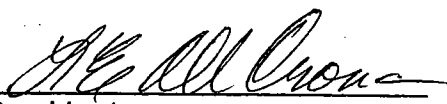
By _____
Deputy

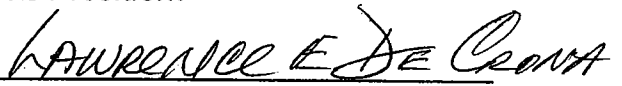
APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

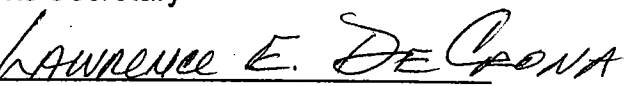
By  _____
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By  _____
Its President

 _____
Type or Print Name

By  _____
Its Secretary

 _____
Type or Print Name

State of CA
County of Orange }
On Dec 16, 2005 before me BONNIE SACHDEVA
NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"
personally appeared Lawrence E. De Cidna
NAME(S) OF SIGNER(S)

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Bonnie Sachdeva
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☒ CORPORATE OFFICER(S)
President
Secretary
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:**

Title or Type of Document Agreement on Graffiti Abatement Services
Number of Pages 3 Date of Document _____
Signer(s) Other Than Named Above _____

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 254
Bid Title : Zero-Tolerance Graffiti Abatement Services
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 10/4/2005
Closing Date : 11/1/2005 5:30 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for "Zero Tolerance Graffiti Abatement Services." Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to, possessing, at the time of proposal submission, a valid C-33 State contractors license. If not attached to this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Mr. Scott Smith at (626) 458 4055, Monday through Thursday, 7 a.m. to 5 p.m.

A Proposers' Conference will be held on Tuesday, October 18, 2005, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Tuesday, November 1, 2005, at 5:30 p.m. Please direct your questions to Mr. Smith at the number above.

SCHEDULE OF "ZERO-TOLERANCE" GRAFFITI ABATEMENT ZONES
ZONE NO. LOCATIONS SUPERVISOR DISTRICT ESTIMATED ANNUAL ABATEMENT COST
5D ACTON 5 \$25,000
5E LITTLEROCK/SUN VILLAGE 5 \$25,000
5F QUARTZ HILLS 5 \$25,000
5G LAKE L.A. 5 \$25,000

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Scott Smith
Contact Phone# : (626) 458-4055
Contact Email : scsmith@ladpw.org
Last Changed On : 10/5/2005 11:24:44 AM

[Back to Last Window](#)

[Back to Award Main](#)

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole ☐ Partnership ☒ Corporati ☐ Nonprofit ☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 34

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	0	0	0	0
Hispanic/Latino	0	1	2	1	20	10
Asian or Pacific Islander	0	0	0	0	0	0
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	2	0	0	0	0	0

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0 %	0 %	0 %	0 %	0 %	98 %
Women	0 %	2 %	0 %	0 %	0 %	0 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Date:

President

10/3/05

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Urban Graffiti Enterprises, Inc.

My County (WebVen) Vendor Number: 52010701

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☒ I AM



As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole

☐ Partnership

☒ Corporati

☐ Nonprofit

☐ Franchise

☐ Other (Please Specify):

Total Number of Employees (including owners): 22

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partners		Managers		Staff	
	White	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	1	1	3		13	2
Asian or Pacific Islander						
American Indian						
Filipino						
White				1	1	

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Title:

Date:

President

11/1/05